

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ERRANDS PLUS INC. D/B/A
RMA WORLDWIDE CHAUFFEURED
TRANSPORT

Case 05-CA-230586

and

TEAMSTERS LOCAL UNION 570 A/W
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

Oluwatosin Fadarey and Benjamin Palewicz, Esqs., for the General Counsel.
Joy C. Einstein and Courtney B. Schaefer, Esqs., (*Shulman, Rogers, Gandal, Pordy and Ecker, PA, Potomac, Maryland*), for the Respondent.
Paul D. Starr, Esq. (Abato, Rubenstein & Abato, P.A., Baltimore, Maryland) for the Charging Party.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Baltimore, Maryland on February 3, 2020. Teamsters Local 570 filed the initial charge in this matter on November 6, 2018 and the General Counsel issued the complaint on October 25, 2019.

On October 11, 2018, Respondent, Errands Plus d/b/a RMA Worldwide (RMA) began operating the Charm City Circulator (CCC), a free bus service, under contract with the city of Baltimore, Maryland. On October 10, 2018, the prior contractor, Transdev Services, Inc. ceased its operation of the CCC pursuant to the termination of its contract. Teamsters Local 570 had been the exclusive bargaining representative of the Transdev/CCC bus drivers, mechanics, fuelers and utility workers. On October 15, 2018, Local 570 demanded that RMA recognize and bargain with it as the bargaining representative of the CCC drivers. On November 19, 2018, RMA sent the Union a letter refusing to do so.

As a result of RMA's refusal to recognize and bargain with Local 570, the General Counsel alleges that RMA has been in violation of Section 8(a)(5) and (1) of the Act. The

essential issue in this case is as of what date did RMA employ a representative compliment of unit employees in its operation of the Charm City Circulator. The General Counsel contends that the relevant date is October 15, 2018, when the Union demanded bargaining. Further, the General Counsel contends that on October 15, a majority of RMA's bargaining unit employees had been Transdev unit members on October 10 and therefore RMA was a successor employer to Transdev. Thus, the General Counsel contends RMA was required to recognize and bargain with the Union.

RMA, on the other hand, contends the relevant date is March 29, 2019, when the City of Baltimore informed it that it would be awarded the "permanent" contract for the operation of the Circulator. As of that date, RMA contends a majority of its bargaining unit employees were not members of the Transdev unit on October 10 and that therefore RMA is not a successor employer to Transdev. Consequently, RMA contends it is under no obligation to recognize and bargain with Local 570.

It is black letter law that a union's demand for recognition is a continuing one. As a result at any time between October 15, 2018 and March 12, 2019, at which Respondent employed a substantial and representative compliment of employees, it was obligated to recognize and bargain with the Union. March 12 was the last day that former Transdev unit employees constituted a majority of RMA's bargaining unit. I find that RMA had a substantial and representative compliment of unit employees no later than November 19, 2018 and thus was a successor employer obligated to recognize and bargain with Local 570 since that date.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, RMA, a corporation, operates the Charm City Circulator, a free bus service in Baltimore, Maryland as well as other intrastate transportation services. In the year prior to September 30, 2018, RMA derived gross revenues in excess of \$250,000 and purchased and received goods at its Baltimore facilities valued in excess of \$5,000 directly from places outside the State of Maryland. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, Teamsters Local 570 is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Teamsters Local 570, the Charging Party, was certified as the exclusive collective bargaining representative of all full-time and regular part-time drivers, mechanics, fuelers and utility workers employed by Transdev Services, Inc. at its Baltimore, Maryland facilities in about 2004. At the time, Transdev was known as Veolia Transportation. Local 570's most recent collective bargaining agreement with Transdev ran from May 8, 2016 to May 8, 2019.

In about 2009, the City of Baltimore instituted a free bus service on 4 fixed routes in downtown Baltimore called the Baltimore Connector or more recently the Charm City Circulator (CCC). Bargaining unit drivers serviced these routes for Transdev until October 10, 2018. Bargaining unit drivers also serviced non-CCC routes, including shuttle busses for Baltimore area colleges.

In mid-2018, the City notified Transdev that it was terminating its contract to operate the Circulator Bus. Sometime prior to October 3, 2018, Respondent, which was bidding on an emergency contract to replace Transdev, contacted the Union to obtain a copy of its collective bargaining agreement with Transdev. Representatives of the Union and RMA met on October 3, 2018. The Union suggested that RMA recognize it as the collective bargaining representative of CCC employees if RMA replaced Transdev as the CCC contractor. RMA was non-committal.

The City of Baltimore entered into an emergency contract with Respondent, Errands Plus d/b/a RMA Worldwide (hereinafter RMA), to operate the Charm City Circulator beginning on October 11, Exh. R-1. Although the City made it clear that it was not bound to award the “permanent” contract to RMA, Respondent understood that it was likely to get it. There were no other bidders for the final agreement, Tr. 158.

RMA hired a number of drivers, some who previously worked for Transdev and operated the CCC without a break in service on October 11 without any significant change in how the CCC was operated. Transdev ran about 6 busses on October 10, Tr. 142. RMA ran 9 busses on the CCC routes on October 11 and 8 busses on October 15. Each bus operated for 13 hours on each of those dates, Exh. R-2. 3 of the busses used on those dates were owned by the city and had been used by Transdev. 4 were owned by RMA or its affiliates. 2 were Van Hool brand busses. It is unclear whether or not these had been used on the CCC by Transdev Tr. 83-85, 89, 162.

At the end of October 2018, RMA was running at least 10 busses on the CCC routes.¹ Pursuant to the emergency contract, RMA was supposed to be running 16 busses and have 2 more in reserve, Tr. 159. The city was fairly lenient in enforcing the provisions of the emergency contract for several months. The permanent contract provided that the city of Baltimore would lease RMA 12 busses at cost, R. Exh. 9, p. 2.

Whereas Transdev operated from a facility at 1400 Cherry Hill Road in Baltimore, RMA initially operated out of an office at Baltimore-Washington Airport (BWI) and parked the CCC busses in a lot close to the airport. Whereas Transdev fueled its busses at its Cherry Hill Road facility. RMA had the busses driven to a Shell gas station for refueling.

RMA did not hire mechanics to maintain the CCC busses until April 2019, after the date it concedes that it had a substantial and representative compliment of unit employees. Prior to that time the CCC busses were maintained by mechanics, who are not members of the bargaining unit, who worked for RMA in Rockville, Maryland. RMA never hired any fuelers, an occupation that therefore was never part of the RMA bargaining unit. Respondent thus had a

¹ On some days RMA used more busses but each for only part of the day.

substantial and representative compliment of unit employees without hiring mechanics or a fueler.

5 On about October 18 or 20, RMA hired former Transdev unit member Gregory Jones to wash and clean the busses. At Transdev Jones' job was to fuel the busses. At RMA, Jones was a "utility worker." Therefore, by October 20, 2018, RMA had employees in all its bargaining unit positions except mechanics.

10 Those former Transdev drivers who had operated CCC busses for Transdev drove the CCC for RMA without any additional training.

15 On October 15, 2018, Teamsters Local 570 demanded bargaining with RMA. As of that date RMA employed 21 or 22 unit employees, all bus operators. As of October 15, the following bargaining unit employees who had worked for Transdev as of October 10, had been hired to drive the CCC for RMA:²

Linda Carter Player³

Katrina Thompson-a probationary employee with Transdev⁴

Brandon Wynn

20 Rayshon Morison

Nikisha Staton

Arnold Dixon

Irene Simpson

Stephanie Edwards

25 Anthony Smith

Nicole Armstrong

Sharonne Spencer

Yvonne Whitaker-a probationary employee with Transdev

Selina Perdue⁵

30 Carla Andrews

Rudy Suero⁶

² The following drivers hired by RMA may have worked for Transdev at one time but were not on the Transdev payroll as of October 10, 2018: Meyana Edwards, Charles Dunlap, Lashea Keys, Camisha Booth, Dawn Barber, Nannie Robinson, Tamar McKnight-Johnson and Benny Cousar, Tr. 178.

³ Respondent argues that Carter-Player was not hired until October 17, but its own records show she was hired on October 12—moreover, even if she was hired on October 17, it makes no difference to the outcome of this case.

⁴ Probationary employees were covered by the collective bargaining agreement between the Union and Transdev. Their rights were limited, however, they had rights. For example, the contract provided that once an employee completed the probationary period, his or her seniority date was the original date of hire.

⁵ Perdue does not appear on R. Exh. 4, a list of employees with hire dates. However, she appears on GC Exh. 2 as a former Transdev employee hired by RMA and G.C. 13 as a dues paying member of the Union.

⁶ As with Linda Carter-Player, RMA's records show Suero was hired on October 12, R. Exh. 4. Regardless, even if RMA is correct, former Transdev unit members constituted a majority of RMA unit members by October 16.

Thus as of October 15, fifteen of the 22 RMA bargaining unit members had been Transdev bargaining unit members.

5 RMA then hired the following additional former Transdev unit members to drive the CCC: Dwayne Campbell on October 16, 2018; Carl Eaddy on October 24, Teneica Allen and Monique Humphries on October 25, R. Exh. 4.

10 On October 15, 2018, RMA also employed the following drivers who had never worked for Transdev: Grier Taylor, Paula Bennett, Rafiq Howard and Keisha Thompson.

15 On November 19, 2018 RMA sent a letter to the Union denying that it was a successor because it had not hired a majority of its employees from the predecessor. A year later, on November 7, 2019, Respondent's answer to the complaint asserted as an affirmative defense, that it did not have a substantial and representative compliment of employees as of the date alleged. Respondent has never addressed whether it had a substantial and representative compliment on any date on which former Transdev unit employees constituted a majority of the RMA bargaining unit other than October 15, 2018.

20 On November 19, 2018, the date that RMA denied that it was a successor employer, Respondent's unit consisted of 25 bus operators, the first 23 listed on the first page of R. Exh. 4, plus Carla Andrews and Brandon Wynn, who were bus operators as of that date. Of these 25, 18 had been members of the Transdev bargaining unit on October 10. In addition, Greg Jones, a former Transdev unit member may also have been working for RMA as a utility worker on 25 November 19. The record does not establish whether Jones still works for RMA or if he does not, his last day of employment.

30 The Charging Party filed a representation petition in January 2019, but then withdrew it. Up until March 12, 2019, former Transdev bargaining unit members constituted a majority of RMA bargaining unit members (17 out of 31 or 19 out of 33 if Carla Andrews and Brandon Wynn were still bus operators as of that date), R. Exh. 4.

35 On March 29, 2019, the City informed RMA that it would be awarded the permanent contract. As of March 29, a majority of the unit employees employed by RMA had not been members of the Transdev bargaining unit (38 unit members of which 17 were former Transdev unit members).

40 The Amalgamated Transit Union filed a representation petition on September 30, 2019. There is no information in this record as to the status of that petition.

Analysis

45 The threshold test developed by the Board and approved by the Supreme Court for determining successorship is (1) whether a majority of the new employer's work force in an appropriate unit are former employees of the predecessor employer and (2) whether the new employer conducts essentially the same business as the predecessor employer, *Burns Security Services v. NLRB*, 406 U.S. 272 (1972); *Fall River Dyeing Corp. v. NLRB*, 482 U.S. 27, 43-45

(1987); *Sierra Realty Services*, 317 NLRB 832, 835 (1995); *Inn Credible Caterers*, 333 NLRB 898 (2001). In some cases an issue arises as to whether a substantial and representative compliment of employees existed at the alleged successor at a specific date. In *Fall River Dyeing*, the Supreme Court approved the Board's five factor test. These are 1) Whether the job
 5 classifications designated for the operation were occupied, or substantially so; 2) Whether the operation was in normal or substantially normal production; 3) the size of the compliment on the date of normal production; 4) the time expected to elapse before a substantially larger
 10 compliment would be at work, and 5) The relative certainty of the employer's expected expansion. With regard to factor #4, the length of time to reach a full, or even a substantial and representative compliment cannot be delayed indefinitely, *Jefferson Lithograph Company*, 265
 NLRB 1499, 1505 (1982).

If the operative date is October 15, 2018, as asserted by the General Counsel and the
 15 Union, the only remaining issue is whether a majority of RMA unit employees had been unit employees of Transdev on October 10. Otherwise, the issue is whether a substantial and representative compliment did not exist until a later date, including March 12, 2019. At least until March 12, 2019, former Transdev unit members constituted a majority of the RMA unit, G.C. Exhs. 2 and 4.⁷

**Where a union demands recognition from a prospective employer before that
 20 successor has hired a substantial and representative compliment of employees, the union's demand is deemed to be a continuing one and the successor's bargaining obligation matures once it hires a substantial and representative employee compliment, *MSK Corp.*, 341 NLRB 43, 44 (2004).** Thus, the issue in this case is not only whether or not Respondent had
 25 a substantial and representative compliment on October 15, but also on any other date when a majority of the bargaining unit consisted of former Transdev unit employees. The Supreme Court in *Fall River Dyeing* specifically rejected the notion that a "substantial and representative" compliment of employees is the same as a "full compliment," *Fall River Dyeing*, 482 U.S. 27 at
 30 49-50.

Former Transdev employees made up a majority of the RMA bargaining unit on October 15, 2018; that was not the case on March 29, 2019. On March 29, 2019, the day that RMA concedes it had a substantial and representative compliment of bargaining unit employees, the

⁷ I find that RMA is bound by the representation of the number of drivers it employed in G.C. Exh. 2. According to my calculation, on December 10, 18 of RMA's 32 CCC drivers were former members of the Transdev bargaining unit. James Thomas El's name does not appear on G.C. 4, Transdev's list of employees affected by the lay-off, because he was driving the college shuttle routes. Thomas El lost his job at Transdev because he was bumped by a CCC driver with greater seniority. Carla Andrews' name also does not appear on G.C. 4 because she lost her job with Transdev due to being bumped as opposed to being directly affected by the lay-off.

Brandon Wynn was a trainer as of March 29, 2019, but he was a bus operator when he was hired and for some time afterwards, G.C. Exhs. 2 and 18. Although Exh. R-4 lists Wynn as a trainer, the exhibit was prepared in November 2019 or later.

I find that RMA is bound by its representation that it hired Rudy Suero on October 11. Moreover, if Suero was not a member of the RMA unit on October 11 or October 15, he certainly was by October 16. The Union's bargaining demand was a continuing one, a fact recognized by RMA when it refused to recognize the Union on November 19.

RMA unit consisted of drivers and possibly one or more utility workers. Thus, Respondent concedes it had a substantial and representative compliment without unit mechanics or a fueler.

As of October 15, RMA employed 22 drivers 14 or 15⁸ of whom had been members of the Transdev bargaining unit.⁹ The fact that RMA had not hired any mechanics or fuelers, and did not hire a “utility worker” (Gregory Jones) until about October 18 or 20 is irrelevant to this calculation, *Bronx Health Plan*, 326 NLRB 810, 812 (1998) enfd. 203 F.3d 51 (D.C. Cir. 1999). A finding of successorship is not defeated by the fact that the successor hired only a part of the predecessor’s unit, so long as members of the predecessor’s unit comprise a majority of the alleged successor’s bargaining unit.¹⁰ Respondent operated the CCC fairly normally without unit mechanics or a fueler.

Applying the 5 “substantial and representative compliment” factors to the instant case provides no clear-cut answer to whether or not RMA was a successor employer on October 15, 2018. It employed enough operators to continue operating the Circulator routes, but clearly it did not employ enough drivers or have enough busses to provide what the city of Baltimore desired. Whether the operation of the Circular was normal depends on whether one compares it to Transdev’s operation or what the City deemed adequate. The Circulator operated normally if you compare its operations to October 10, which was clearly inadequate in the view of the City.

⁸ Probationary employees Whitaker and Thompson were clearly members of both bargaining units. The fact that employees may be given a classification of trainee or probationary, subject to satisfactory completion of an initial trial period does not warrant their exclusion from a bargaining unit, *Johnson’s Auto Spring Service*, 221 NLRB 809 (1975); *National Torch Tip Company*, 107 NLRB 1271 (1954). They share a community of interest with permanent employees regardless of whether or not they complete their probationary period. Respondent’s brief asserts that neither Whitaker nor Thompson ever drove on the Circulator, R. brief at pg. 6. However, Transdev trainees drove the Circulator with a senior operator present while transporting passengers, Tr. 36.

⁹ Nikisha Staton was a member of the Transdev bargaining unit on October 11 and was a member of the RMA bargaining unit on October 15. Both Respondent’s exhibit 4 and her testimony, establish that Carla Andrews was a Transdev unit member on October 10 and an RMA unit member on October 11, 2018.

¹⁰ Respondent also argues that those employees who could have stayed with Transdev, but chose to be hired with RMA cannot be counted as unit employees of Transdev. It also suggests they cannot be counted because it cannot be presumed that they supported the Union. As to the first contention, the case cited, *Coastal Derby Refining Co. v. NLRB*, 915 F. 2d 1448 (10th Cir. 1990) enforcing *Derby Refining Co.*, 292 NLRB 1015 (1989) does not stand for the proposition for which it is cited. I find that any employee who was a member of the Transdev unit on October 10 and became a member of the RMA unit when it had a substantial and representative compliment of unit employees is to be counted as a member of both units in determining whether or not RMA is a successor employer.

As to Respondent’s second contention, one only needs to quote the Board’s decision in *Derby Refining Co.* “...when a successor hires as a majority of its employees, the former unionized predecessor’s employees, the presumption arises that a majority of the successor’s employees also support the union.”

“The presumption is necessary to promote stability during changes of ownership and to reduce industrial strife...Employees, especially during such times are worried about retaining their jobs, and may shun the union if they feel it will help their chances of doing so. If no presumption existed, corporate transformation could be used to avoid the union and exploit employees’ fears.”

However, from the perspective of the unit employees little had changed. The CCC busses were parked in a different place. CCC drivers had new supervisors, all of who had been bus drivers with Transdev. They or somebody else drove the busses to a gas station. RMA had not hired the Transdev mechanics. However, there is no indication that the drivers were aware of what mechanics were maintaining the busses, or cleaning them. They may have noticed that there were changes in their benefits and that they were no longer going to be paid for holidays, Tr. 86. Nevertheless, from the perspective of the majority of employees driving the CCC routes on October 15, 2018, they were performing the same work that they performed for Transdev without any material change. The changes that had occurred were not sufficiently significant to preclude a finding of successorship, *Van Lear Equipment*, 336 NLRB 1059, 1064 (2001); *Always East Transportation*, 365 NLRB No. 71 (2017).

On the other hand, it was reasonably certain by virtue of its bid that RMA would increase the number of busses and the number of drivers. However, there is no indication that the drivers on board on October 15 knew that, or that the plans to hire in the future had any impact on them.

I find that regardless of whether RMA had a substantial and representative compliment on October 15, it had one on November 19, 2018, the date on which it felt confident to inform the Union that it was not a successor employer. Obviously, if RMA did not have a substantial and representative compliment on November 19, 2018, it was not in a position to determine whether or not it was a successor employer. I find that its letter to the Union on November 19, 2018 is a concession that it employed a substantial and representative compliment of unit employees as of that date. I find that RMA was a successor employer to Transdev no later than November 19, 2018 and was obligated to recognize and bargain with Local 570 as of that date.

As noted previously, on November 19, 2018, RMA did not base its refusal to recognize and bargain with the Union on the premise that it had not yet hired a substantial and representative compliment of employees. In fact, since November 2019 RMA has based its refusal solely on the assertion that it did not have a substantial and representative compliment of unit employees on October 15, 2018.

In any event, I find that RMA was a successor employer by November 19, 2018, at the latest. Even if that were not the case RMA clearly had a substantial and representative compliment of bargaining unit employees as of March 12, 2019, the last date on which former Transdev unit members comprised a majority of the RMA unit. By that time, RMA had been operating the Charm City Circulator at close to normal conditions for 5 months. It employed 31 of the drivers it would employ on March 29, and a utility worker.

In this regard, Respondent, at page 4 of its post-trial brief states, as one of the reasons it did not have a substantial and representative compliment on October 15, 2018 that, "RMA was not expecting much time to elapse before a substantially larger compliment would be at work." That expectation was realized by November 19, 2018, and if not by then, certainly by December 10, 2018 and March 12, 2019. On all of these dates the Union's demand for recognition was operative and continuous.

CONCLUSIONS OF LAW

Since October 15, 2018, the Union's demand for recognition and bargaining has been ongoing and continuous. No later than November 19, 2018, Respondent had a substantial and representative compliment of unit employees. On that date, former Transdev unit members constituted a majority of the RMA bargaining unit. Thus, RMA has been a successor employer to Transdev in operating the Charm City Circulator at least since November 15, 2018. Thus, Respondent has been in violation of Section 8(a)(5) and (1) of the Act in refusing to recognize and bargain with Teamsters Local 570 since that date as the exclusive collective bargaining representative of CCC unit employees.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices in violation of Section 8(a)(5) and (1) of the Act, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent, Errands Plus d/b/a RMA Worldwide (RMA), Baltimore, Maryland, its officers, agents, successors, and assigns, shall

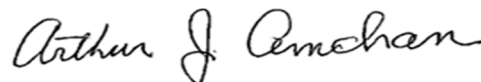
1. Cease and desist from
 - (a) Failing and refusing to recognize and bargain with Teamsters Local 570 (the Union) as the exclusive collective-bargaining representative of the employees in the Charm City Connector bargaining unit.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full time and regular part-time bus operators, utility workers and mechanics performing work pertaining to the Charm City Circulator currently located at 1700 Cherry Hill Road, Baltimore, Maryland

¹¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (b) At the Union's request, identify and rescind any unilateral changes to unit employees' wages, hours and other working conditions—other than those initially set on October 11, 2018.
- (c) Make unit employees whole for any loss of earnings and other benefits suffered as a result of any unilateral changes as described in paragraph (b) above.
- (d) Within 14 days after service by the Region, post copies of the attached notice marked "Appendix."¹² Copies of the notice, on forms provided by the Regional Director for Region 5 after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to unit employees, including 1700 Cherry Hill Road, Baltimore, Maryland are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 19, 2018.
- (e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 17, 2020



Arthur J. Amchan
Administrative Law Judge

¹² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to recognize and bargain with Teamsters Local Union 570 as the exclusive collective bargaining representative of a unit composed of bus operators, mechanics and utility workers employed on the Charm City Circulator.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All full time and regular part-time bus operators, utility workers and mechanics performing work pertaining to the Charm City Circulator currently located at 1700 Cherry Hill Road, Baltimore, Maryland

WE WILL at the Union's request rescind any changes made unilaterally to your wages, hours and other conditions of employment, other than those initially made on October 11, 2018.

WE WILL make you whole for any loss of earnings and other benefits resulting from any changes made unilaterally after we set your initial terms and conditions of employment on October 11, 2018—if the Union requests us to rescind those changes.

ERRANDS PLUS INC. D/B/A
RMA WORLDWIDE CHAUFFEURED
TRANSPORT

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Bank of America Center, Tower II, 100 S. Charles Street, Ste 600, Baltimore, MD 21201-4061
(410) 962-2822, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/05-CA-230586 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (410) 962-2864.